

RESTRICTIVE COVENANT
(Non-Substantial Addition/Improvement)

WHEREAS, _____ ("OWNERS") are the owners of property located at _____, more specifically described in Exhibit A (Legal Description), attached hereto and made a part hereof; and

WHEREAS, OWNERS desire to construct a one (1) time only non-substantial Addition/Improvement as that term is used in the Flood Control Districts Zoning Ordinance ("FCDZO") of Marion County, Indiana; and

WHEREAS, a covenant is necessary under the FCDZO to permit such construction.

WHEREAS the structure described in Exhibit B, a site plan attached hereto and made a part hereof, is designated as a legally established non conforming use in the floodplain, and

WHEREAS the Addition/Improvement will be used as a one (1) time only non substantial addition/improvement as approved by the City of Indianapolis,

NOW, THEREFORE, in consideration for permission to construct, OWNERS covenant as follows:

1. Any further Additions/Improvements will have to be elevated to 2 feet above the Base (100 year) Flood Elevation ("BFE"). Topographic maps for the City of Indianapolis indicate that the ground elevation of the property is approximately _____ feet. The FEMA flood insurance study indicates that the BFE is _____ feet NGVD.

2. No dangerous substances or substances which become dangerous when mixed with water will be stored in the Addition/Improvements.

3. The exterior walls of the Addition/Improvements will be constructed with a material which will maintain its structural integrity during and after exposure to flood waters.

4. OWNERS, their personal representatives, heirs, successors, agents, and assigns, by execution of this Restrictive Covenant, hereby agree to and shall at all times, indemnify, protect, and hold harmless the City of Indianapolis, and its officers, agents, and employees from any and all losses, damages, claims, expenses demands, actions or causes of action, which the City of Indianapolis may suffer, sustain, or be subjected to by reason of the granting of permission

5. This Restrictive Covenant shall run with the real estate described herein and shall be binding upon OWNERS, their personal representatives, heirs, successors, agents, and assigns so long as the Addition/Improvements remains upon the real estate.

Owners, affirm that no unauthorized alterations of this document have taken place.

IN WITNESS WHEREOF, OWNERS have executed this instrument on the _____ day of _____, 20____.

Signature

Signature

Printed Name

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this _____ day of _____, 20____.

County of Residence

Signature

Commission Expiration Date

Printed Name

STAFF APPROVAL:

_____ (Signature)

Stefan Wolfla, Manager
Department of Code Enforcement

APPROVED AS TO LEGAL FORM:

_____ (Signature)

Assistant Corporation Counsel
Office of Corporation Counsel

_____ (Print)

CITY OF INDIANAPOLIS:

Jason Larrison, Director
Department of Code Enforcement

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Jason Larrison, who acknowledged the execution of the foregoing to be a voluntary act and deed for the uses and purposes herein mentioned. I have here unto subscribed my name and affixed my official seal on this _____ day of _____, 20 ____.

COUNTY OF RESIDENCE

NOTARY PUBLIC SIGNATURE

COMMISSION EXPIRATION DATE

PRINTED NAME

EXHIBIT “A”

(LEGAL DESCRIPTION)

**EXHIBIT “B”
(SITE PLAN)**